ORDER FOR SUPPLIES OR SERVICES							PAGE 1 OF 18					
			ER/AGREEMENT NO.	2. DELIV	VERY ORDER	/CALL NO.	3. DATE OF ORD (YYYYMMMDD)	ER/CAL		JISITION/PURCH RE	QUEST NO.	5. PRIORITY
6. ISSUED				CODE	W52H09	7. ADMINIST	2003AUG08  TERED BY (If other t	han 6)	SEE S	CODE S	0512A	DOA5 8. DELIVERY FOB
AMS CAR ROC	K ISLAND I	B (3	ND 309)782-7114 61299-7630 IA.ARMY.MIL			623	IA VAN NUYS 30 VAN NUYS BI I NUYS CA 91	401-2	2713	ADP PT: HOO33	39	DESTINATION  X OTHER (See Schedule if other)
9. CONTR	ACTOR			CODE	0BJV5	FACIL		10. DI		OB POINT BY (Date)	, ,	11. X IF BUSINESS IS
	• W. MAGU		E WORKS				•	(Y	YYYMMMDI	<b>D</b> )		X SMALL
NAME	13814	DEI	L SUR STREET	2440					SCHEDULE			SMALL DISADVANTAGED
AND ADDRESS		RNA	ANDO, CA. 91340-	-3440					30 DAYS	KWS		WOMAN-OWNED
	•						•	13. M.	AIL INVOICE	CS TO THE ADDRESS	IN BLOCK	
14. SHIP T		US:	INESS: Other Sma	CODE	iness Peri		U.S. T WILL BE MADE		Block 15	COD	E HQ0339	MARK ALL
	SCHEDULE			0022		DFA DFA PO	AS COLUMBUS CE AS-CO/WEST ENT BOX 182381 JUMBUS OH 43	NTER			I INCOOR	PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2
16. TYPE	DELIVERY/ CALL		THIS DELIVERY ORDE	R IS ISSUED	ON ANOTHER (	GOVERNMENT AC	GENCY OR IN ACCORD	ANCE W	TTH AND SUBJE	ECT TO TERMS AND COM	NDITIONS OF ABOV	E NUMBERED CONTRACT.
OF ORDER	PURCHASE	x	Reference your CAROL S. STAIL	Joran		-	AAE2003T0243	, D	ated 2003M	AY20		
	T CHOLLIGE	^	ACCEPTANCE. THI	E CONTRA	CTOR HEREI	BY ACCEPTS T	HE OFFER REPRE			MBERED PURCHASI AND AGREES TO PE		MAY PREVIOUSLY HAVE ME.
	NAME OF CONTRACTOR SIGNATURE TYPED NAME AND TITLE DATE SIGNED (YYYYMMMDD)  If this box is marked, supplier must sign Acceptance and return the following number of copies:  17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE											
SEE	SCHEDULE											
18. ITEM		ЭНЕ	DULE OF SUPPLIES/SI	ERVICE			20. QUANTITY ORDERED/ ACCEPTED*	7	21. UNIT	22. UNIT PRICE	23. AMOUNT	
	CONT Fi KINI	rra irm	HEDULE CT TYPE: I-Fixed-Price F CONTRACT: Ily Contracts an	d Price	d Orders							
* If quantity	accepted by the	Go	vernment is 2	4. UNITED	STATES OF A	AMERICA					25. TOTAL	\$2,100.00
same as qu	uantity ordered,	indi			PEGGY J. FRAZIERP	FRAZIER / @RIA.ARMY.	SIGNED/ M <b>ILIGNED</b> /782-	4179			26. DIFFERENCE	s
	rdered and encir			BY:				CON	TRACTING/O	RDERING OFFICER		
	PECTED	7		ACCEPTEI	O, AND CONFO	ORMS TO CON	TRACT EXCEPT AS	NOTEI				
b. SIGNA	TURE OF AUTI	IOR	RIZED GOVERNMENT I	REPRESE	NTATIVE		c. DATE (YYYYMMMD	D)		D NAME AND TITLE SENTATIVE	OF AUTHORIZE	ED GOVERNMENT
e. MAILI	NG ADDRESS C	)F A	UTHORIZED GOVERN	MENT RE	PRESENTATI	VE	28. SHIP. NO.		29. D.O. VOU	CHER NO.	30. INITIALS	
							D DA DETA		32. PAID BY		33. AMOUNT	VERIFIED CORRECT FOR
f. TELEPHONE NUMBER g. E-MAIL ADDRESS				PARTIA FINAL								
36. I CER'	TIFY THIS ACC	COU	NT IS CORRECT AND I	PROPER F	OR PAYMEN	т.	31. PAYMENT				34. CHECK NU	JMBER
a. DATE			b. SIGNATURE AND	TITLE OF	CERTIFYING	OFFICER	COMPL				35. BILL OF L	ADING NO.
(YYYYMI	MMDD)						FINAL	L				
37. RECE	IVED AT		38. RECEIVED BY (P	'rint)	39. DATE RE		40. TOTAL CO TAINERS	DN-	41. S/R ACCO	OUNT NUMBER	42. S/R VOUCE	HER NO.

## Reference No. of Document Being Continued

PIIN/SIIN DAAE20-03-P-0476

MOD/AMD

Page 2 of 18

Name of Offeror or Contractor: W MACHINE WORKS

SUPPLEMENTAL INFORMATION

Regulatory Cite Title

NOTICE TO OFFERORS - USE OF CLASS I OZONE-DEPLETING SUBSTANCES

- (a) In accordance with Section 326 of P.L. 102-484, the Government is prohibited from awarding any contract which includes a specification or standard that requires the use of a Class I ozone-depleting substance (ODS) identified in Section 602(a) of the Clean Air Act, 42 U.S.C. 7671a(a), or that can be met only through the use of such a substance unless such use has been approved, on an individual basis, by a senior acquisition official who determines that there is no suitable substitute available.
- (b) To comply with this statute, the Government has conducted a best efforts screening of the specifications and standards associated with this acquisition to determine whether they contain any ODS requirements. To the extent that ODS requirements were revealed by this review they are identified in Section C with the disposition determined in each case.
- (c) If offerors possess any special knowledge about any other ODSs required directly or indirectly at any level of contract performance, the U.S. Army would appreciate if such information was surfaced to the Contracting Officer for appropriate action. To preclude delay to the procurement, offerors should provide any information in accordance with FAR 52.214-6 or 52.215-14 as soon as possible after release of the solicitation and prior to the submission of offers to the extent practicable. It should be understood that there is no obligation on offerors to comply with this request and that no compensation can be provided for doing so.

(End of Clause)

(AA7020)

52.201-4501 NOTICE ABOUT TACOM-RI OMBUDSMAN TACOM-RI

APR/2002

- a. We have an Ombudsman Office here at TACOM-RI. Its purpose is to open another channel of communication with TACOM-RI contractors.
  - b. If you think that this solicitation:
    - 1. has inappropriate requirements; or
    - 2. needs streamlining; or
    - 3. should be changed

you should first contact the buyer or the Procurement Contracting Officer (PCO).

- c. The buyer's name, phone number and address are on the cover page of this solicitation.
- d. If the buyer or PCO doesn't respond to the problem to your satisfaction, or if you want to make comments anonymously, you can contact the Ombudsman Office. The address and phone number are:

U.S. Army TACOM-RI AMSTA-AO-AR (OMBUDSMAN) Rock Island IL 61299-7630

Phone: (309) 782-3224

Electronic Mail Address: ombudsman@ria.army.mil

- e. If you contact the Ombudsman, please provide him with the following information:
  - (1) TACOM-RI solicitation number;
  - (2) Name of PCO;
  - (3) Problem description;
  - (4) Summary of your discussions with the buyer/PCO.

(End of clause)

(AS7006)

## Reference No. of Document Being Continued

PIIN/SIIN DAAE20-03-P-0476

MOD/AMD

**Page** 3 **of** 18

Name of Offeror or Contractor: W MACHINE WORKS

TACOM-RI

TACOM-RT

This constitutes notification pursuant to Executive Order 12600, Pre-Disclosure Notification Procedures for Confidential Commercial Information (June 23,1987), of our intention to release unit prices of the awardee in response to any request under the Freedom of Information Act, 5 USC 552. Unit price is defined as the contract price per unit or item purchased. We consider any objection to be waived unless the contracting officer is notified of your objection to such release prior to submission of initial proposals.

(End of clause)

AS7909

4 52.210-4516 COMMERCIAL EQUIVALENT ITEM(S)

JUN/1998

THE GOVERNMENT HAS A PREFERENCE TO SATISFY ITS NEEDS THROUGH THE ACQUISITION OF COMMERCIAL ITEMS. IF YOU KNOW OF ANY COMMERCIAL EQUIVALENT ITEM(S) FOR THOSE LISTED IN THIS SOLICITATION, PLEASE CONTACT THE CONTRACTING OFFICE. INFORMATION PROVIDED WILL BE CONSIDERED FOR FUTURE PROCUREMENTS.

(END OF CLAUSE)

(AS7003)

5 52.215-4503 NOTICE TO OFFERORS - ELECTRONIC BID/OFFER RESPONSE REQUIRED FEB/2002 TACOM-RI

- 1. In accordance with Management Reform Memorandum (MRM) #2 from the Department of Defense (DoD), all Services are required to eliminate paper from their acquisition process by January 1, 2000 (see information at http://www.acq.osd.mil/pcipt/).
- 2. In response to this mandate, TACOM-RI has established the capability to receive bids, proposals, and quotes electronically. A hotlink from the TACOM-RI Solicitation Page has been activated to fully automate the response process (see http://aais.ria.armv.mil/aais/SOLINFO/index.htm).
- 3. <u>IMPORTANT</u>: Bids/proposals/quotes in response to this solicitation are REQUIRED to be submitted in electronic format. Hard copy bids/offers/quotes WILL NOT BE ACCEPTED.
  - 4. Your attention is drawn to the following clauses in Section L of this solicitation for instructions and additional information:

LS7011, Electronic Bids/Offers - TACOM-RI (TACOM-RI 52.215-4510)

LS7013, Electronic Award Notice - TACOM-RI (TACOM-RI 52.215-4511)

(End of clause)

(AS7004)

6 52.233-4503 AMC-LEVEL PROTEST PROGRAM

JUN/1998

(OCTOBER 1996)

If you have complaints about this procurement, it is preferable that you first attempt to resolve those concerns with the responsible contracting officer. However, you can also protest to Headquarters, AMC. The HQ, AMC-Level Protest Program is intended to encourage interested parties to seek resolution of their concerns within AMC as an Alternative Dispute Resolution forum, rather than filing a protest with General Accounting Office or other external forum. Contract award or performance is suspended during the protest to the same extent, and within the same time periods, as if filed at the GAO. The AMC protest decision goal is to resolve protests within 20 working days from filing. To be timely, protests must be filed within the periods specified in FAR 33.103. Send protests (other than protests to the contracting officer) to:

HQ Army Materiel Command Office of Command Counsel ATTN: AMCCC-PL 5001 Eisenhower Avenue Alexandria, VA 22333-0001

TACOM-RI

Facsimile number (703) 617-4999/5680 Voice Number (703) 617-8176

The AMC-level protest procedures are found at:

## Reference No. of Document Being Continued

PIIN/SIIN DAAE20-03-P-0476

MOD/AMD

**Page** 4 of 18

Name of Offeror or Contractor: W MACHINE WORKS

http://www.amc.army.mil/amc/cc/protest.html

If Internet access is not available contact the contracting officer or HQ, AMC to obtain the AMC-Level Protest Procedures.

(END OF CLAUSE)

(AS7010)

NOUN: DOG, CLUTCH, LEFT HAND NSN: 1005-01-088-4404

P/N: 12524291

- 1. REQUEST YOUR QUOTATION REMAIN VALID UNTIL 30 OCT 03.
- 2. DATAFAX NUMBER FOR AMSTA-LC-CSC-B IS 309-782-6346
- 3. REQUEST YOU CERTIFY TO CLAUSES IN SECTION K, L AND M.
- 4. PLEASE PROVIDE YOUR DUNS NUMBER:
- 5. PLEASE PROVIDE YOUR TAXPAYER ID CODE: \_\_\_\_\_
- 6. PLEASE PROVIDE YOUR CAGE OR FSCM CODE:
- 7. PLEASE PROVIDE YOUR EMAIL ADDRESS: \_\_\_\_\_
- 8. 100% OPTION IS REQUIRED.
- 9. AN INITIAL PRODUCT INSPECTIOIN (IPI) TEST IS REQUIRED. SEE THE NARRATIVE LISTED IN SECTION E.

"AWARD OF THIS REQUIREMENT WILL RESULT IN A UNILATERAL PURCHASE ORDER BETWEEN THE U.S. GOVERNMENT AND A SUCCESSFUL OFFEROR. A PURCHASE IS AN OFFER BY THE U.S. GOVERNMENT T BUY THE SUPPLIES OR SERVICES SPECIFIED IN SECTION B. IT BECOMES CONTRACTUALLY BINDING WHEN THE SUCCESSFUL OFFEROR DEMONSTRATES TO THE GOVERNMENT THAT THE HE/SHE ACCEPTS THE OFFER. THE OFFEROR DEMONSTRATES THAT HE/SHE ACCEPTS THE OFFER BY DELIVERING THE SUPPLIES ON TIME AND WITHIN THE TERMS AND CONDITIONS OF THE PURCHASE ORDER.

FAILURE TO PERFORM AND DELIVER IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE PURCHASE ORDER CONSTITUTES NON-ACCEPTANCE. THEREFORE, IF THE DELIVERY DATE EXPIRES, SO DOES THE GOVERNMENT'S OFFER, AND THE PURCHASE ORDER IS NO LONGER EFFECTIVE, UNDER THESE CIRCUMSTANCE, THE GOVERNMENT IS UNDER NO OBLIGATION TO ACCEPT SUPPLIES/SERVICES OR TO HONOR INVOICES."

\*\*\* END OF NARRATIVE A 001 \*\*\*

NOUN: DOG, CLUTCH, LEFT HAND

NSN: 1005-01-088-4404

P/N: 12524291

- 1. THIS PURCHASE ORDER IS AWARDED FOB DESTINATION.
- 2. PAGES 18 THROUGH 23 (SECTIONS K, L, AND M) ARE INCORPORATED BY REFERENCE AND ARE NOT PROVIDED.
- 3. 100% OPTION IS REQUIRED.
- 4. INSPECTION SHALL BE PERFORMED IN ACCORDANCE WITH THE QUALITY SYSTEM CURRENTLY IN PLACE WHICH IS IN COMLIANCE WITH ANSI/ASQ 9001.
- 5. W MACHINE IN HEREBY AUTHORIZED TO USE THE FOLLOWING VENDOR FOR ALL PACKAGING REQUIREMENTS ON THIS PURCHASE ORDER.

JAMAR PACKAGING
24810 AVENUE TIBBITTS
VALENCIA CA 91355

- 6. AFTER EACH SHIPMENT A COOPY OF THE SIGNED DD250 SHALL BE DATAFAXED TO TACOM-RI, ATTENTION: CAROL STAIB, AREA CODE (309) 782-6346.
- 7. EARLIER DELIVERY IS ACCEPTABLE AT NO COST.

# Reference No. of Document Being Continued PIIN/SIIN DAAE20-03-P-0476 MOD/AMD

**Page** 5 **of** 18

Name of Offeror or Contractor: W MACHINE WORKS

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SUPPLIES OR SERVICES AND PRICES/COSTS				
0001	NSN: 1005-01-088-4404 FSCM: 19200 PART NR: 12524291 SECURITY CLASS: Unclassified				
0001AA	PRODUCTION QUANTITY	30	EA	\$ 70.00000	\$2,100.00
	NOUN: DOG,CLUTCH,LEFT HAN PRON: M131V306M1 PRON AMD: 02 ACRN: AA AMS CD: 070011H8GUN				
	Packaging and Marking				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin				
	Deliveries or Performance           DOC         SUPPL           REL CD         MILSTRIP         ADDR         SIG CD         MARK FOR         TP CD           001         W52H093078A611         W25G1U         J         1           DEL REL CD         QUANTITY         DEL DATE           001         15         14-JAN-2004				
	FOB POINT: Destination				
	SHIP TO: FREIGHT ADDRESS  (W25G1U) XU TRANSPORTATION OFFICER  DDSP NEW CUMBERLAND FACILITY  BUILDING MISSION DOOR 113 134  NEW CUMBERLAND PA 17070-5001				
	CONTRACT/DELIVERY ORDER NUMBER  DAAE20-03-P-0476/0000				
	DOC         SUPPL           REL CD         MILSTRIP         ADDR         SIG CD         MARK FOR         TP CD           002         W52H093078A612         W45G19         J         1           DEL REL CD         QUANTITY         DEL DATE           001         6         14-JAN-2004				
	FOB POINT: Destination				
	SHIP TO: FREIGHT ADDRESS  (W45G19) SR W390 RED RIVER MUNITIONS CTR  HIGHWAY 82 WEST CL V  GATE 44 BLDG 184  TEXARKANA TX 75507-5000				
	CONTRACT/DELIVERY ORDER NUMBER				

# Reference No. of Document Being Continued PIIN/SIIN DAAE20-03-P-0476 MOD/AMD

Page 6 of 18

Name of Offeror or Contractor: W MACHINE WORKS

	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	DAAE20-03-P-0476/0000  DOC SUPPL  REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 003 W52H093078A613 W62G2T J 1  DEL REL CD QUANTITY DEL DATE 001 9 14-JAN-2004  FOB POINT: Destination  SHIP TO: FREIGHT ADDRESS (W62G2T) XU DEF DIST DEPOT SAN JOAQUIN 25600 S CHRISMAN ROAD REC WHSE 10 PH 209 839 4307 TRACY CA 95376-5000  CONTRACT/DELIVERY ORDER NUMBER	QUANTITY	ONII	OMI PRICE	AMOUNT
0002	DAAE20-03-P-0476/0000  CDRL  SECURITY CLASS: Unclassified			\$** NSP **	\$** NSP **
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Destination  SEQUENCE A001 THRU A004  Contractor will prepare and deliver the technical data in accordance with the requirements, quantities and schedules set forth in the Contract Data Requirements Lists (DD Form 1423), Exhibit A.  A DD 250 IS NOT REQUIRED.  (End of narrative F001)				

## Reference No. of Document Being Continued

PIIN/SIIN DAAE20-03-P-0476

MOD/AMD

Page 7 of 18

Name of Offeror or Contractor: W MACHINE WORKS

DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

7 52.210-4501 TACOM-RI DRAWINGS/SPECIFICATION

MAR/1988

In addition to the drawing(s) and/or specifications listed below, other documents which are part of this procurement and which apply to Preservation/Packaging/Packing and Inspection and Acceptance are contained elsewhere.

The following drawing(s) and specifications are applicable to this procurement.

Drawings and Specifications in accordance with enclosed Technical Data Package Listing - TDPL 12524291 with revisions in effect as of 20 MAR 03 (except as follows):

TDPL:

DOCUMENT	DELETE	SUBSTITUTE	ADD
12524084	-	-	REF IN NOTE COLUMN
QS 12524084	ALL SHTS	-	-
12524746	REV B	-	-
ASTM-A681	XXX	-	-
AMS-6452	-		REV C
AMS-6466	-		REV E
MIL-STD-2219	-	-	CXLD, S/S BY AWS D17.1
MIL-STD-1595	-	-	CXLD, S/S BY AWS D17.1
AWS D17.1	-	-	01/01/01

DWG 12524338 FRAME 1: REVISION BLOCK - CHANGE FROM 124524338

TO 12524338

(CS6100)

8 52.210-4511 STATEMENT OF WORK - OZONE DEPLETING CHEMICALS TACOM-RI

MAR/1994

(a) (1) Specifications and standards, which identify ODCs among alternative substances for use, are part of this TDP/SOW as follows:

N/A

- (2) The above specifications and standards allow the optional use of Ozone Depleting Substances (ODS) or Ozone Depleting Chemicals (ODC). Preference should be given to the Non-ODS/ODC choices in compliance with Executive Order 12843, dated April 21, 1993, ''Procurement Requirements and Policies for Federal Agencies for Ozone Depleting Substances .
- (b) Other specifications and standards containing ODS/ODC materials and included in this TDP/SOW for which a substitute is provided and must be used are as follows:

N/A

(c) Other specifications and standards included in this TDP/SOW that specify use of an ODS/ODC and have been approved for use are as follows:

N/A

(d) NOTE: Offerors are requested, although not obligated, to perform their own screening of the TDP specifications and standards or SOW and identify any additional potential ODS/ODC to the Contracting Officer.

(End of Clause)

(CS6191)

9 52.248-4502 CONFIGURATION MANAGEMENT DOCUMENTATION

JUL/2001

The contractor may submit Engineering Change Proposals (ECPs), Value Engineering change Proposals (VECPs), (Code V shall be assigned to an engineering change that will effect a net life cycle cost), including Notice of Revisions (NORs), and Request for Deviations (RFDs),

## Reference No. of Document Being Continued

PIIN/SIIN DAAE20-03-P-0476

MOD/AMD

-

Page 8 of 18

Name of Offeror or Contractor: W MACHINE WORKS

for the documents in the Technical Data Package (TDP). The contractor shall prepare these documents in accordance with the Data Item Descriptions cited in block 04 on the enclosed DD Form 1423, Contract Data Requirements List.

Contractor ECPs/VECPs shall describe and justify all proposed changes and shall included NORs completely defining the change to be made. Contractors may also submit RFD, which define a temporary departure from the Technical Data package or other baseline documentation under Government control. The contractor shall not deliver any units incorporating any change/deviation to Government documentation until notified by the Government that the change/deviation has been approved and the change/deviation has been incorporated in the contract.

If the Government receives the same or substantially the same VECPs from two or more contractors, the contracts whose VECP is received first will be entitled to share with the Government in all instant, concurrent, future, and collateral savings under the terms of the VE clause in the contract.

Duplicate VECPs, which are received subsequently, will be returned to the contractor(s) without formal evaluation, regardless of whether or not the first VECP has been approved and accepted by the Government.

(End of Clause)

(CS7110)

PACKAGING AND MARKING

10 52.211-4503 PACKAGING REQUIREMENTS (COMMERCIAL)

APR/2003

TACOM-RI

The preservation, packing, and marking requirements for the item identified above shall be accomplished in accordance with the performance requirements defined herein. The following Packaging requirements shall apply:

Preservation: COMMERCIAL Level of Packing: COMMERCIAL Quantity Per Unit Package: ONE EACH

Quantity of Unit Packages Per Intermediate Container: SEE PARAGRAPH 3

- 1. Packaging Preservation, packaging, packing, unitization and marking furnished by the supplier shall provide protection for a minimum of one year and meet or exceed the following requirements: It also provides for multiple handling, redistribution and shipment by any mode.
- 1.1 Cleanliness Items shall be free of dirt and other contaminants which would contribute to the deterioration of the item or which would require cleaning by the customer prior to use. Coatings and preservatives applied to the item for protection are not considered contaminants.
- 1.2 Preservation Items susceptible to corrosion of deterioration shall be provided protection by means of preservative coatings, volatile corrosion inhibitors, desiccants, waterproof and/or watervaporproof barriers.
- 1.3 Cushioning Items requiring protection from physical and mechanical damage (e.g., fragile, sensitive, material critical) or which could cause physical damage to other items, shall be protected by wrapping, cushioning, pack compartmentalization, or other means to mitigate shock and vibration to prevent damage during handling and shipment.
- 2. Unit package. A unit package shall be so designed and constructed that it will contain the contents with no damage to the item(s), and with minimal damage to the unit pack during shipment and storage in the shipping container, and will allow subsequent handling. The outermost component of a unit package shall be a container such as a sealed bag, carton, or box.
  - 3. Unit Package Quantity. Unless otherwise specified, the unit package quantity shall be one each part, set assembly, kit, etc.
  - 4. Intermediate Package -Intermediate packaging is required whenever one or more of the following conditions exists:
    - a. the quantity is over one (1) gross of the same national stock number,
    - b. use enhances handling and inventorying,
    - c the exterior surfaces of the unit pack is a bag of any type, regardless of the size,
    - d. the unit pack is less than 64 cubic inches,
    - e the weight of the unit pack is under five (5) pounds and no dimension is over twelve (12) inches.

Intermediate containers shall be limited to a maximum of 100 unit packs, a net load of 40 pounds, or a maximum volume of 1.5 cubic feet, whichever occurs first.

## Reference No. of Document Being Continued

PIIN/SIIN DAAE20-03-P-0476

MOD/AMD

**Page** 9 **of** 18

Name of Offeror or Contractor: W MACHINE WORKS

#### 5. Packing:

- 5.1 Unit packages and intermediate packages not meeting the requirements for a shipping container shall be packed in shipping containers. All shipping containers shall be the most cost effective and shall be of minimum cube to contain and protect the items.
- 5.2 Shipping Containers The shipping container (including any necessary blocking, bracing, cushioning, or waterproofing) shall comply with the regulations of the carrier used and shall provide safe delivery to the destination at the lowest tariff cost. The shipping container shall be capable of multiple handling, stacking at least ten feet high, and storage under favorable conditions (such as enclosed facilities) for a minimum of one year.
- 6. Unitization: Shipments of identical items going to the same destination shall be palletized if they have a total cubic displacement of 50 cubic feet or more unless skids or other forklift handling features are included on the containers. Pallet loads must be stable, and to the greatest extent possible, provide a level top for ease of stacking. A palletized load shall not exceed 4,000 pounds or 54 inches in height and shall allow for two rows of unit loads to be loaded side by side across the width of a standard ISO freight container (ref. ISO 668) The load shall be contained in a manner that will permit safe handling during shipment and storage.

#### 7 Marking:

- 7.1 All unit packages, intermediate packs, exterior shipping containers, and, as applicable, unitized loads shall be marked in accordance with MIL-STD-129, Revision P, Date 15 DEC 02 including bar coding. The contractor is responsible for application of special markings as discussed in the Military Standard regardless of whether specified in the contract or not. Special markings include, but are not limited to, Shelf-life markings, structural markings, and transportation special handling markings. The marking of pilferable and sensitive material will not identify the nature of the material.
- 7.2 Contractors and vendors shall apply address markings using a bar coded military shipment label (MSL) for all shipments except contractor to contractor. The MSL will include both linear and 2D bar codes per the standard. The DD Form 250 or the commercial packing list shall have bar coding applied as per Direct Vendor Delivery Shipments in the standard (except for deliveries to DDSP New Cumberland Facility, DDD San Joaquin, Red River Munitions Center and Anniston Munitions Center).
- 7.3 Contractor to contractor shipments shall have the address markings applied to the identification marked side of the exterior shipping container or to the unitized load markings. The following shall be marked "FROM: name and address of consigner and TO: name and address of consignee".
- 8. Hazardous Materials: In addition to the general instructions listed above, hazardous materials or items as defined in CFR Title 49 are also subject to all applicable Department of Transportation regulations for packaging/packing, marking, labeling, container certification, and transport as listed in Code of Federal Regulations Title 49, Parts 100-180. If the shipment originates from outside the continental United States, the shipment shall be prepared in accordance with the United Nations Recommendations on the Transport of Dangerous Goods in a manner acceptable to the Competent Authority of the nation of origin and in accordance with regulations of all applicable carriers.
- 9. Heat Treatment and Marking of Wood Packaging Materials: All non-manufactured wood used in packaging shall be heat treated to a core temperature of 56 degrees Celsius for a minimum of 30 minutes. The box/pallet manufacturer and the manufacturer of wood used as inner packaging shall be affiliated with an inspection agency accredited by the board of review of the American Lumber Standard Committee. The box/pallet manufacturer and the manufacturer of wood used as inner packaging shall ensure tractability to the original source of heat treatment. Each box/pallet shall be marked to show the conformance to the International Plant Protection Convention Standard. Boxes/pallets and any wood used as inner packaging made of non-manufactured wood shall be heat-treated. The quality mark shall be placed on both ends of the outer packaging, between the end cleats or end battens; on two sides of the pallet. Foreign manufacturers shall have the heat treatment of non-manufactured wood products verified in accordance with their National Plant Protection Organizations compliance program.
- 10. Quality Assurance: The contractor is responsible for establishing a quality system. Full consideration to examinations, inspections, and tests will be given to ensure the acceptability of the commercial package.
- 11. SUPPLEMENTAL INSTRUCTIONS: THE SOFTWARE FOR DEVELOPMENT OF THE MSL IS CALLED DS2T. THE SOFTWARE CAN BE DOWNLOADED FROM HTTP://ASSET-TRAK.COM/DS2T/DS2T.HTM. ONCE AT THE WEBSITE, GO TO THE DS2T SUSTAINMENT COLUMN AND DOUBLE CLICK ON THE "SEE THE CATT TOOLS" LINK. A LASER PRINTER CAN BE USED TO PRINT THE MSL AND THE ASSOCIATED 2D SYMBOL." THE PROGRAM ONLY PRINTS THE LINEAR BAR CODE IF THE FONTS ARE INSTALLED. IN ORDER TO INSTALL THE FONTS GO TO START ON YOUR WINDOWS MENU; THEN GO TO "SETTINGS", THEN "CONTROL PANEL", CLICK ON "FONTS", SELECT "FILE" FROM TOP LEFT DROP DOWN MENU, SELECT "INSTALL NEW FONT", USE DROP DOWN MENU (LEFT BOX) TO FIND CATT PROGRAM, SELECT (DOUBLE CLICK) THE "CATT" PROGRAM, (A SELECTION OF FONTS SHOULD APPEAR), DOUBLE CLICK ON "SELECT ALL", ONCE THE FONTS ARE SELECTED DOUBLE CLICK THE "OK" BUTTON. FOLLOW PROMPTS TO ACCEPT FONTS. THE FONTS WILL THEN BE COPIED TO THE CATT PROGRAM. ONCE THEY ARE COPIED RETURN TO THE PROGRAM. THE LINEAR BAR CODES SHOULD APPEAR ON YOUR SCREEN AND SHOULD ALSO PRINT OUT IN THE APPROPRIATE POSITIONS.

## Reference No. of Document Being Continued

PIIN/SIIN DAAE20-03-P-0476

MOD/AMD

Page 10 of 18

Name of Offeror or Contractor: W MACHINE WORKS

(DS6417)

#### INSPECTION AND ACCEPTANCE

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http://www.arnet.gov/far/ or www.acq.osd.mil/dp/dars

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(EA7001)

11 52.246-2 INSPECTION OF SUPPLIES - FIXED-PRICE AUG/1996

12 52.246-11 HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT FEB/1999

The Contractor shall comply with the higher-level quality standard selected below, (If more than one standard is listed, the offeror shall indicate its selection by checking the appropriate block.)

	Title	Number	Date	Tailoring
( )	QUALITY MANAGEMENT SYSTEMS - REQUIREMENTS	ISO 9001:2000	13 DEC 00	TAILORED BY EXCLUDING PARAGRAPH 7.3
( )	QUALITY SYSTEMS - MODEL FOR QA	ISO 9002	18 JUL 94	UNTAILORED
(EF6	002)	(End of clause)		

(EF0002)

- 13 52.246-4528 REWORK AND REPAIR OF NONCONFORMING MATERIAL MAY/1994 TACOM-RI
- a. Rework and Repair are defined as follows:
- (1) Rework The reprocessing of nonconforming material to make it conform completely to the drawings, specifications or contract requirements.
- (2) Repair The reprocessing of nonconforming material in accordance with approved written procedures and operations to reduce, but not completely eliminate, the nonconformance. The purpose of repair is to bring nonconforming material into a usable condition. Repair is distinguished from rework in that the item after repair still does not completely conform to all of the applicable drawings, specifications or contract requirements.
- b. Rework procedures along with the associated inspection procedures shall be documented by the Contractor and submitted to the Government Quality Assurance Representative (QAR) for review prior to implementation. Rework procedures are subject to the QAR's disapproval.
- c. Repair procedures shall be documented by the Contractor and submitted on a Request for Deviation/Waiver, to the Contracting Officer for review and written approval prior to implementation.
- d. Whenever the Contractor submits a repair or rework procedure for Government review, the submission shall also include a description of the cause for the nonconformances and a description of the action taken or to be taken to prevent recurrence.
- e. The rework or repair procedure shall also contain a provision for reinspection which will take precedence over the Technical Data Package requirements and shall, in addition, provide the Government assurance that the reworked or repaired items have met reprocessing requirements.

## Reference No. of Document Being Continued

PIIN/SIIN DAAE20-03-P-0476

MOD/AMD

Page 11 of 18

Name of Offeror or Contractor: W MACHINE WORKS

(End of Clause)

(ES7012)

14 52.246-4531 ACCEPTANCE INSPECTION EQUIPMENT (AIE)

MAR/2001

- (a) The contractor shall use a calibration system with traceability to a national or international standard for the AIE used on this contract.
- (b) The contractor shall provide all AIE (except for any AIE listed as available in Section H or Appendix I) necessary to assure conformance of material to the contract requirements.
- (c) AIE shall be available for use on the First Article (FA) submission, if FA is required, or prior to use for acceptance of production material on this contract.
- (d) Contractor furnished AIE shall be made (i) to the AIE designs specified in Section C, or (ii) to any other design provided the contractor's proposed AIE design is approved by the Government. Contractor's proposed AIE design for inspection of characteristics listed as "Critical, Special or Major" shall be submitted to the Government for review and approval as directed on the Contract Data Requirements List, DD Form 1423. Government approval of AIE design shall not be considered to modify the contract requirements.
- (e) When the contractor submits it's proposed AIE on commercial off the shelf equipment, the contractor shall include the manufacturer's name and model number, and sufficient information to show capability of the proposed AIE to perform the inspection required. When submitting proposed AIE design documentation on commercial computer controlled test and measuring equipment include information on (1) test program listing (2) flowcharts showing accept and reject limits and computer generated test stimuli (3) calibration program listing (4) sample of the printout of an actual test and calibration (5) test plan to verify accuracy of inspection and correctness of accept or reject decision (6) identification of the equipment by model name and number.
- (f) Resubmission of the contractor's proposed AIE design for Government approval on a follow on Government contract is not required, provided the inspection characteristic parameters specified in the technical data package and the previously Government approved AIE designs have not changed. In this situation, the contractor shall provide written correspondence in the place of the AIE designs that indicates the prior Government approval and states that no changes have occurred.
- (g) The Government reserves the right to disapprove, at any time during the performance of this contract, any AIE that is not accomplishing its intended use in verifying an inspection or test characteristic.
- (h) If the contractor changes the design after the initial approval, the modified design must be submitted for approval prior to use.

(End of clause)

(ES7002)

INITIAL PRODUCT INSPECTION (IPI) TEST

AN IPI SHALL BE PERFORMED CONSISTING OF, "FIRST PIECE INSPECTION", OF THREE (3) UNITS TAKEN FROM THE INITIAL PRODUCTION LOT. NOTIFY THE ARDEC POC AT LEAST FIVE WORKING DAYS PRIOR TO THE START OF THE 1PI (ARDEC REPRESENTATIVE MAY WITNESS THE 1PI). AN INSPECTION OF ALL DIMENSIONS MUST BE ACCOMPLISHED AND DOCUMENTS WITH ACTUAL MEASUREMENT (CHECK MARK WILL NOT BE ACCEPTED UNLESS A CALIBRATED GAGE IS USED, AND THE CHECK MARK INDICATES COMPLIANCE WITH THIS MEASUREMENT). IF MEASUREMENTS ARE MADE IN INCHES IN-LIEU OF MILLIMETERS (MM), THE CONTRACTOR SHALL DOCUMENT BOTH INCHES AND MM TO ASSURE CALCULATIONS ARE CORRECT. DCMA-QAR SHALL VERIFY THIS CONVERSION AS PART OF THE IPI. ALL REQUIRED CERTIFICATIONS SHALL BE OBTAINED WHICH VERIFY COMPLIANCE TO THE REQUIREMENTS. ALL REQUIRED TESTING MUST BE PERFORMED. REVIEW AND APPROVAL OF THE REQUIRED DATA MUST BE COORDINATED WITH THE ON-SITE GOVERNMENT QUALITY ASSURANCE REPRESENTATIVE (QAR). A LETTER/EMAIL WILL THEN BE FORWARDED TO THE ARDEC POC, MS. MARLYS KLINDT, KLINDTM@RIA.ARMY.MIL, ARDEC, ATTN: AMSTA-AR-OAW-C(4)/MS. MARLYS KLINDT, ROCK ISLAND, IL 61299-7300, WITH A COPY FURNISHED TO THE TACOM-RI PCO, WITH A CONCURRENCE LINE FOR THE DCMC QAR ONCE THE IPI HAS SATISFACTORILY BEEN COMPLETED. THIS LETTER/EMAIL WILL ALSO IDENTIFY SERIAL NUMBERS OF THE PARTS INSPECTED. MS. MARLYS KLINDT SHALL BE NOTIFIED IMMEDIATELY SHOULD THE CONTRACTOR MAKE ANY PRODUCTION PROCESS CHANGES INCLUDING VENDOR/SUPPLIER CHANGES AFTER THE INITIAL IPI. AN ADDITIONAL IPI SHALL BE PERFORMED WHENEVER A CHANGE IS MADE TO THE PRODUCTION PROCESS THAT MAY EFFECT QUALITY SUCH AS: TOOLING CHANGE, ECP OR NEW VENDOR PART IS UTILIZED. IPI'S FOR ADDITIONAL PRODUCTION PROCESS CHANGES SHALL IDENTIFY BY SERIAL NUMBER WHEN THE NEW PROCESS WILL BE CUT INTO PRODUCTION UNITS. THE APPROVAL PROCESS FOR ADDITIONAL IPI'S SHALL BE THE SAME AS APPROVAL FOR THE INITIAL IPI. PLEASE NOTIFY THE PCO AT LEAVE FIVE WORKING DAYS PRIOR TO COMMENCEMENT OF THE IPI TO PERMIT THE QA POC TO PARTICIPATE, IF APPLICABLE. ARDEC POC IS MS. MARLYS KLINDT, AMSTA-AR-QAC-C(R), 309-782-7600.

## Reference No. of Document Being Continued

PIIN/SIIN DAAE20-03-P-0476

MOD/AMD

Page 12 of 18

Name of Offeror or Contractor: W MACHINE WORKS

\*\*\* END OF NARRATIVE E 001 \*\*\*

#### DELIVERIES OR PERFORMANCE

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 $\verb|http://www.arnet.gov/far/| or www.acq.osd.mil/dp/dars|$ 

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(FA7001)

15	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
16	52.247-29	F.O.B. ORIGIN	JUN/1988
17	52.247-34	F.O.B. DESTINATION	NOV/1991
18	52.247-48	F.O.B. DESTINATION - EVIDENCE OF SHIPMENT	FEB/1999
19	52.247-61	F.O.B. ORIGIN - MINIMUM SIZE OF SHIPMENTS	APR/1984
20	52.247-65	F.O.B. ORIGIN, PREPAID FREIGHT - SMALL PACKAGE SHIPMENTS	JAN/1991
21	52.211-16	VARIATION IN QUANTITY	APR/1984

(a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) below.

(b) The permissible variation shall be limited to:

Zero percent (0%) increase

Zero percent (0%) decrease.

This increase or decrease shall apply to the total contract quantity.

(FF7020)

22 52.247-4531 COGNIZANT TRANSPORTATION OFFICER

MAY/1993

- (a) The contract administration office designated at the time of contract award, or the office servicing the point of shipment if subsequently designated by the original office, will be the contact point to which the contractor will:
- (1) Submit, as necessary, DD Form 1659, Application for U.S. Government Bill(s) of Lading/Export Traffic Release, in triplicate at least ten days prior to date supplies will be available for shipment;
  - (2) Obtain shipping instructions as necessary for F.O.B. Destination delivery; and
- (3) Furnish necessary information for MILSTRIP/MILSTAMP or other shipment documentation and movement control, including air and water terminal clearances.
- (4) For FMS, at least 10 days in advance of actual shipping date the contractor should request verification of ''Ship to'' and ''Notification'' address from the appropriate DCMAO.
  - (b) The contract administration office will provide to the contractor data necessary for shipment marking and freight routing.
- (c) The contractor shall not ship directly to a Military air or water port terminal without authorization by the designated point of contact.

(End of Clause)

(FS7240)

CONTINUATION SHEET	Reference No. of 1	Page 13 of 18	
CONTINUATION SHEET	PIIN/SIIN DAAE20-03-	P-0476 <b>MOD/AMD</b>	
Name of Offeror or Contractor: W MACHINE W	WORKS		•
CONTRACT ADMINISTRATION DATA			
		JOB	
LINE PRON/ OBLG		ORDER ACCO	OUNTING OBLIGATED
ITEM AMS CD ACRN STAT ACCOUNTING	CLASSIFICATION	NUMBER STAT	CION AMOUNT
0001AA M131V306M1 AA 2 97 X4930A	C6G 6D 26FB S111	16 W52H	109 \$ 2,100.00
070011H8GUN			
		TOTA	± \$ 2,100.00
SERVICE		ACCOUNTING	OBLIGATED
	CLASSIFICATION	STATION	AMOUNT
Army AA 97 X4930A	C6G 6D 26FB S111	16 W52H09	\$\$

TOTAL \$ 2,100.00

## Reference No. of Document Being Continued

PIIN/SIIN DAAE20-03-P-0476

MOD/AMD

Page 14 of 18

Name of Offeror or Contractor: W MACHINE WORKS

SPECIAL (	CONTRACT	REQUIREMENTS
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(HA7001)

- 23 252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA ALTERNATE III MAY/2002
  DFARS

  24 52.246-4500 MATERIAL INSPECTION & RECEIVING REPORTS (DD FORM 250) NOV/2001
  TACOM-RI
- (a) Material Inspection and Receiving Report(s) (DD Form 250), are required to be prepared and furnished to the Government under the clause of this contract entitled 'Material Inspection and Receiving Report'. Distribution of reports to the Purchasing Office (in accordance with DoD FAR Supplement Appendix F) shall be accomplished electronically.
- (b) Two copies of the DD Form 250 are required to be submitted to the Purchasing Office. To satisfy this submission requirement electronically, the completed documents may be transmitted via electronic mail, or data fax. The electronic mail address for submission is STAIBC@RIA.ARMY.MIL. The data fax number for submission is 309-782-6346, ATTN: AMSTA-LC-CSC-B/CAROL S. STAIB.
- (c) Any additional copies required in accordance with Appendix F may be submitted to the addresses identified below via the U. S. Postal Service:
  - (1) The FMS/MAP copies may be submitted to: N/A

(End of Clause)

(HS6510)

25 52.247-4545 PLACE OF CONTRACT SHIPPING POINT, RAIL INFORMATION MAY/1993
TACOM-RI

The bidder/offeror is to fill in the 'Shipped From' address, if different from 'Place of Performance' indicated elsewhere in this section.

Shipped From:

For contracts involving F.O.B. Origin shipments furnish the following rail information:

Does Shipping Point have a private railroad siding? \_\_\_\_\_ YES \_\_\_\_\_ NO

If YES, give name of rail carrier serving it:

If NO, give name and address of nearest rail freight station and carrier serving it:

# Reference No. of Document Being Continued

PIIN/SIIN DAAE20-03-P-0476

MOD/AMD

Page 15 of 18

Name of Offeror or Contractor: W MACHINE WORKS

Raıl	Freight	Station	Name	and	Address:	
Servi	ing Carri	ier:				

(End of Clause)

(HS7600)

### CONTRACT CLAUSES

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(IA7001)

26	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
27	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
28	52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE	JUN/2003
29	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
30	52.232-1	PAYMENTS	APR/1984
31	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB/2002
32	52.232-11	EXTRAS	APR/1984
33	52.232-18	AVAILABILITY OF FUNDS	APR/1984
34	52.232-25	PROMPT PAYMENT	FEB/2002
35	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION	MAY/1999
36	52.233-1	DISPUTES	JUL/2002
37	52.233-3	PROTEST AFTER AWARD	AUG/1996
38	52.242-10	F.O.B. ORIGIN - GOVERNMENT BILLS OF LADING OR PREPAID POSTAGE	APR/1984
39	52.243-1	CHANGES - FIXED PRICE	AUG/1987
40	52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	JUN/2003
41	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
42	252.204-7003 DFARS	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
43	252.225-7001 DFARS	BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM	APR/2003
44	252.225-7014 DFARS	PREFERENCE FOR DOMESTIC SPECIALTY METALS - ALTERNATE I	APR/2003
45	252.225-7016 DFARS	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS	APR/2003
46	252.225-7025 DFARS	RESTRICTION ON ACQUISITION OF FORGINGS	APR/2003
47	252.231-7000 DFARS	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
48	252.242-7000 DFARS	POSTAWARD CONFERENCE	DEC/1991
49	252.242-7003 DFARS	APPLICATION FOR U.S. GOVERNMENT SHIPPING	DEC/1991
50	252.243-7001 DFARS	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
51	252.246-7000 DFARS	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2003
52	52.213-4	TERMS AND CONDITIONS - SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS)	AUG/2003

## Reference No. of Document Being Continued

PIIN/SIIN DAAE20-03-P-0476

MOD/AMD

Page 16 of 18

Name of Offeror or Contractor: W MACHINE WORKS

(IF8001)

53 52.217-6

EVALUATED OPTION FOR INCREASED QUANTITY

MAR/1990

- a. This solicitation includes an evaluated option (See Section M).
- b. The Government reserves the right to increase the quantity of item(s) 0001AA by a quantity of up to and including but not exceeding 100 percent as an evaluated option at the price(s) quoted below.
- c. If the Contractor does not quote a price hereunder, the lowest price offered/bid in the Schedule for item(s) 0001AA shall be the price used for evaluation/award of any option quantities. All evaluation factors identified in the solicitation, except F.O.B. origin transportation costs, will be applied to the option quantity for evaluation purposes.
- d. The Contracting Officer may exercise the evaluated option at any time preceding 30 CALENDAR DAYS PRIOR TO THE LAST SCHEDULED DELIVERY by giving written notice to the Contractor.
- e. Delivery of the items added by exercise of this option shall continue immediately after, and at the same rate as delivery of like items called for under the contract, unless the parties agree otherwise.
  - f. Subject to the limitations contained in this clause, the Government may exercise this option on one or more occasions.
  - g. Offered Unit Prices for the Option Quantities are:

Unit Price

Evaluated Option (F.O.B. Origin)

\_\_\_\_\_ CLIN 0001AA

Varying prices may be offered for the option quantities actually ordered and the dates when ordered. In as much as the unit price for the basic quantity may contain starting, load, testing, tooling, transportation or other costs not applicable to option quantities, offerors are requested to take these factors into consideration while setting forth the unit price(s) for the option quantities. The option price is expected (but not required) to be lower than the unit price for the initial quantity.

(End of Clause)

(IF6080)

54 52.215-8

ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT

OCT/1997

Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order: (a) the Schedule (excluding the specifications); (b) representations and other instructions; (c) contract clauses; (d) other documents, exhibits, and attachments; and (e) the specifications.

NOTE: The Order of Precedence within the specifications (paragraph (e) above) is: (1) Detailed specifications (including gage designs) for item(s) being procured; (2) Detailed specifications for material or operations; (3) General Specifications for class or items, and (4) General Specifications for class of materials.

(End of Clause)

(IF7003)

55 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES

APR/1984

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the date of the clause.

CONTINUATION SHEET	Reference No. of Document Be	Page 17 of 18	
CONTINUATION SHEET	PHN/SHN DAAE20-03-P-0476	MOD/AMD	

Name of Offeror or Contractor: W MACHINE WORKS

(b) The use in this solicitation or contract of any DOD FAR SUPPLEMENT (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the name of the regulation.

(End of clause)

(IF7016)

# Reference No. of Document Being Continued

PIIN/SIIN DAAE20-03-P-0476

MOD/AMD

Page 18 of 18

Name of Offeror or Contractor: W MACHINE WORKS

LIST OF ATTACHMENTS

List of			Number	
Addenda	Title	Date	of Pages	Transmitted By
Exhibit A	CONTRACT DATA REQUIREMENTS LIST (CDRL)	03-APR-2003	2PG	
Attachment 001	CD ROM	20-MAR-2003	1CD	
Attachment 002	DOCUMENT SUMMARY LIST		2PG	

The following documents are hereby attached by reference and form a part of this acquisition. These documents are available in electronic format on the internet at http://aais.ria.army.mil/aais/SOLINFO/index.htm. Vendors should ensure that they have the correct revisions in their possession prior to submitting a bid proposal/quote.

List of <u>Addenda</u>	<u>Title</u>	<u>Date</u>	Number of Pages
Attachment 1A	Instructions for Completing DD Form 1423	JUN 90	1 Pg
Attachment 2A	IOC Form 715-3	FEB 96	2 Pgs
Attachment 3A	AMCCOM Form 71-R	01OCT88	2 Pgs
Attachment 4A	Guidance on Documentation of Contract Data Requirements List (CDRL)		2 Pgs
Attachment 5A	Disclosure of Lobbying Activities (SF-LLL)		3 Pgs
Attachment 6A	Data Delivery Description - Engineering Change Proposal	JUL 01	9 Pgs
Attachment 7A	Data Delivery Description - Notice of Revision	JUL 01	2 Pgs
Attachment 8A	Data Delivery Description - Request for Deviation	JUL 01	4 Pgs

(End of Clause)

(JS7001)